

MAIL TO:

STATE OF UTAH
DIVISION OF PURCHASING
3150 STATE OFFICE BUILDING, CAPITOL HILL
P.O. BOX 141061
SALT LAKE CITY, UTAH 84114-1061
TELEPHONE (801) 538-3026
<http://www.purchasing.state.ut.us>

Invitation to BidSolicitation Number: **RF3052**Due Date: **10/29/02 @ 2:00 PM**

Date Sent: October 7, 2002

Goods and services to be purchased: **PROVIDE & INSTALL ALL MATERIALS NEEDED TO UPGRADE THE HVAC SYSTEM****Please complete**

Company Name		Federal Tax Identification Number	
Ordering Address	City	State	Zip Code
Remittance Address (if different from ordering address)	City	State	Zip Code
Type <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Government	Company Contact Person		
Telephone Number (include area code)	Fax Number (include area code)		
Company's Internet Web Address	Email Address		
Discount Terms (for bid purposes, bid discounts less than 30 days will not be considered)	Days Required for Delivery After Receipt of Order (see attached for any required minimums)		
<p>The following documents are included in this solicitation: Solicitation forms, instructions and general provisions, and specifications. <u>Please review all documents carefully before completing.</u></p> <p>The undersigned certifies that the goods or services offered are produced, mined, grown, manufactured, or performed in Utah. Yes_____ No_____. If no, enter where produced, etc._____</p>			
Offeror's Authorized Representative's Signature		Date	
Type or Print Name		Position or Title	

STATE OF UTAH
DIVISION OF PURCHASING
GENERAL SERVICES

Invitation to Bid

Solicitation Number: RF3052

Due Date: 10/29/02

Vendor Name:

Qty	Unit	Description	Unit Price	Extension
1	JOB	<p>PROVIDE & INSTALL ALL MATERIALS NEEDED TO UPGRADE THE HVAC SYSTEM AT BUILDING 5170, CAMP W.G. WILLIAMS, 17800 SOUTH CAMP WILLIAMS, RIVERTON, UTAH 84065-4449.</p> <p>THERE WILL BE TWO SITE VISITS HELD. THE FIRST ONE WILL BE HELD ON OCTOBER 21, AND THE SECOND ON OCTOBER 22, 2002. THE TIME FOR BOTH SITE VISITS WILL BE 1:30 PM, BUILDING 5170, CAMP W.G. WILLIAMS, 17800 SOUTH CAMP WILLIAMS ROAD, RIVERTON, UTAH 84065-4999. ATTENDANCE TO EITHER SITE VISIT IS MANDATORY.</p> <p>**** PLANS MAY BE PICKED UP PRIOR TO THE SITE VISIT. PLEASE CONTACT RON HASKELL AT 801-523-4448 OR TIM PARKINSON AT 801-523-4449, TO ARRANGE A TIME TO PICK UP PLANS. THE LOCATION IS 12953 SOUTH MINTUEMAN DRIVE, DRAPER, UTAH, 84020-1776.</p> <p>A 5% BID BOND WILL BE REQUIRED AT THE TIME OF BID SUBMITTAL. A 100% PERFORMANCE/PAYMENT BOND WILL BE REQUIRED OF THE SUCCESSFUL BIDDER. PLEASE COMPLETE A BOND STATEMENT AND SUBMIT ALONG WITH YOUR BID.</p> <p>YOU MUST BE A LICENSED CONTRACTOR IN THE STATE OF UTAH TO BID THIS PROJECT. PLEASE COMPLETE A CONSTRUCTIONS TRADE LICENSING REQUIREMENTS FORM AND SUBMIT ALONG WITH YOUR BID</p>	\$	\$

QUESTIONS REGARDING THE PLANS AND SPECIFICATIONS SHOULD BE REFERRED TO RON HASKELL AT (801)543-4448 OR TIM PARKINSON AT (801)523-4449.

WITH BID PROCESS QUESTIONS PLEASE CONTACT ROSEMARY FRENCHWOOD

REF RX# 190/35-16

Ship To: UTAH NATIONAL GUARD, HQ ATTN: DEH-S (DOOR #24)
12953 S MINUTEMAN DR
DRAPER UT 84020

FREIGHT CHARGES (if applicable)

SHIPPING POINT AND ZIP CODE	
SHIPPING WEIGHT	
MODE OF TRANSPORTATION (Please check one)	
<input type="checkbox"/> Small package/Ground <input type="checkbox"/> LTL(Less than truck load) <input type="checkbox"/> Truckload <input type="checkbox"/> Air <input type="checkbox"/> Other (Please specify)	
NMFC Class # _____ NMFC Item # _____	
TOTAL PRICE LESS FREIGHT (FOB Origin)	\$
TOTAL PRICE INCLUDING FREIGHT (FOB Destination)	\$

INVITATION TO BID - INSTRUCTION AND GENERAL PROVISIONS

1. **BID PREPARATION:** (a) All prices and notations must be in ink or typewritten. (b) Price each item separately. Unit price shall be shown and a total price shall be entered for each item bid. (c) Unit price will govern, if there is an error in the extension. (d) Delivery time is critical and must be adhered to as bid. (e) Wherever in this document an item is defined by using a trade name of a manufacturer and/or model number, it is intended that the words, "or approved equal" apply. "Or approved equal" means any other brand that is equal in use, quality, economy and performance to the brand listed as determined by the Division of Purchasing & General Services (DIVISION). If the bidder lists a trade name and/or catalog number in the bid, the DIVISION will assume the item meets the specifications unless the bid clearly states it is an alternate, and describes specifically how it differs from the item specified. **MULTIPLE OR ALTERNATE BIDS WILL NOT BE ACCEPTED UNLESS SO STATED IN THE SPECIFICATIONS.** (f) By signing the bid the bidder certifies that all of the information provided is accurate, and that prices bid are correct. (g) This bid may not be withdrawn for a period of 60 days from bid due date.

2. **SUBMITTING THE BID:** (a) The bid must be signed in ink, sealed in a properly-addressed envelope, and either mailed or delivered to the DIVISION OF PURCHASING, 3150 State Office Building, Capitol Hill, Salt Lake City, UT 84114-1061 by the "Due Date and Time." **The "Bid Number" and "Due Date" must appear on the outside of the envelope.** (b) Bids, modifications, or corrections received after the closing time on the "Due Date" will be considered late and handled in accordance with the Utah Procurement Rules, section R33-3-109. (c) **Your bid will be considered only if it is submitted on the forms provided by the state. Facsimile transmission of bids to DIVISION will not be considered.** (d) All prices quoted must be both F.O.B. Origin per paragraph 1.(c) and F.O.B. Destination. Additional charges including but not limited to delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, costs of bonds, or for any other purpose must be included in the bid for consideration and approval by the DIVISION. Upon award of the contract, the shipping terms will be F.O.B. Destination, Freight Prepaid with freight charges to be added to the invoice unless otherwise specified by the DIVISION. (e) All State purchases are subject to the Utah Procurement Code, Title 63, Chapter 56 Utah Code Annotated 1953, as amended, and the Procurement Rules as adopted by the Utah State Procurement Policy Board (Utah Administrative Code Section R33).

3. **FAILURE TO BID:** Failure to respond may result in the removal of your firm from the bidder's list for the commodity(s) listed, unless you advise DIVISION in writing prior to due date that you desire to receive future invitations to bid on this commodity(s). **Three consecutive no responses will automatically result in removal.**

4. **PROPRIETARY INFORMATION:** Suppliers are required to mark any specific information contained in their bid which is not to be disclosed to the public or used for purposes other than the evaluation of the bid. Each request for nondisclosure must be accompanied by a specific justification explaining why the information is to be protected. Pricing and service elements of any bid will not be considered proprietary. Bids submitted may be reviewed and evaluated by any persons at the discretion of the state.

5. **BONDS:** The state has the right to require a bid bond, payment bond and/or a faithful performance bond from the bidder in an amount not to exceed the amount of the contract.

6. **SAMPLES:** Samples of item(s) specified in this bid, when required by DIVISION, must be furnished free of charge to DIVISION. Any item not destroyed by tests may, upon request made at the time the sample is furnished, be returned at the bidder's expense.

7. **WARRANTY:** The contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah applies to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the State has relied on the contractor's skill or judgement to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.

8. **DIVISION APPROVAL:** Purchase orders placed, or contracts written, with the state of Utah, as a result of this bid, will not be legally binding without the written approval of the director of the DIVISION.

9. **AWARD OF CONTRACT:** (a) the contract will to be awarded with reasonable promptness, by written notice, to the lowest responsible bidder that meets the specifications. Consideration will be given to the quality of the product(s) to be supplied, conformity to the specifications, the purpose for which required, delivery time required, discount terms and other criteria set forth in this invitation to bid. (b) The bids are opened publicly in the presence of one or more witnesses. the name of each bidder, and the amount of the bid is recorded. Each bid, and the record, is open to public inspection. (c) The DIVISION may accept any item or group of items, or overall low bid. the DIVISION has the right to cancel this invitation to bid at any time prior to the award of contract. (d) The DIVISION can reject any and all bids. And it can waive any informality, or technicality in any bid received, if the DIVISION believes it would serve the best interest of the State. (e) Before, or after, the award of a contract the DIVISION has the right to inspect the bidder's premises and all business records to determine the holder's ability to meet contract requirements. (f) DIVISION does not guarantee to make any purchase under awarded contract(s). Estimated quantities are for bidding purposes only, and not to be interpreted as a guarantee to purchase any amount. (g) Utah has a reciprocal preference law which will be applied against bidders bidding products or services produced in states which discriminate against Utah products. For details see Section 63-56 20.5 -20.6, Utah Code Annotated.

10. **ANTI-DISCRIMINATION ACT:** The bidder agrees to abide by the provisions of the Utah Anti-discrimination Act, Title 34 Chapter 35, U.C.A. 1953, as amended, and Title VI and Title VII of the Civil Rights Act of 1964 (42 USC 2000e), which prohibit discrimination against any employee or applicant for employment, or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age, and Section 504 of the Rehabilitation Act of 1973 or the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities. Also bidder agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the workplace. Vendor must include this provision in every subcontract or purchase order relating to purchases by the State of Utah to insure that the subcontractors and vendors are bound by this provision.

revision date: 2/14/2000

STATE OF UTAH
DIVISION OF PURCHASING

BOND STATEMENT

BIDDING REQUIREMENTS

A 5% bid bond or cashier's check is required by all vendors bidding on this project. The bid bond must be attached to bid or it will be disqualified. Checks submitted will be returned certified mail after an official award has been made.

AWARD REQUIREMENTS

A 100% performance/payment bond will be required from the award vendor within 14 days after notification of award. Bonds must be in the form of a cashiers checks (no personal or business checks) or a surety bond from a licensed surety company doing business in the State of Utah.

Performance/payment bonds (or checks) will be **held as security for a period of 12 months after completion of project, per state law.** Checks submitted will be returned certified mail only after this specified time. Bidders name must be the same on both the bid forms and all bonds submitted.

Please indicate which method of bonding will be used if awarded this job:

_____ 100% CASHIERS CHECK

_____ 100% PERFORMANCE/PAYMENT BOND

Bond/Ins. Company_____

Agent Name_____

Fax #_____ Phone #_____

Upon awarding, the requesting agency will fax a verification to the bonding company listed above to start the bonding process. It is then the responsibility of the vendor or follow through with their bonding agent to assure the bond is processed. After the bonding company sends the bond to vendor for signatures, it is the responsibility of the vendor to mail or hand carry the original bond (no copies or faxes accepted) to the requesting agency, to the attention of the contract person listed on the bid. **No work can commence until the requesting agency has receipt of this performance/payment bond.** After this time the contract will be officially released to the award vendor.

CONSTRUCTION TRADES LICENSING REQUIREMENTS

The State of Utah requires any person engaging in a construction trade or acting as, or representing oneself as a contractor in a construction trade for which licensure is required be **licensed before engaging in that trade or contracting activity. It is unlawful for any unlicensed person to submit a bid for any work for which a license is required.** Any person who violates this provision **can not be awarded or accept a contract** for the performance of the work (1993 Utah Code Unannotated 58-55-2(32)(a), 58-55-2(32)(h), 58-55-4(1)(a), 58-55-13(1)).

Definitions

"Construction Trade" means any trade or occupation involving construction, alteration, remodeling, repairing, wrecking or demolition, addition to, or improvement of any building, highway, road, railroad, dam, bridge, structure, excavation or other project, development, or improvement to other than personal property (1993 UCU 58-55-2(5)).

"Contractor" means any person, firm, partnership, corporation, association, or other organization ... [that] undertakes any work in the construction, plumbing, or electrical trade for which licensure is required... (1993 UCU 58-55-2(6)).

Licensed Classifications (See Reverse. List the appropriate contractor license number, classification title, primary or secondary classification number, aggregate dollar limit and license expiration date OR attach a copy of the license. If you plan to utilize subcontractors, they must also be licensed and the same information provided or copy(ies) of license(s) attached:

Prime Contractor

<u>License Number</u>	<u>Expiration Date</u>	<u>Class Title</u>	<u>Class Number</u>	<u>Dollar Limit</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Sub-Contractor(s)

<u>License Number</u>	<u>Expiration Date</u>	<u>Class Title</u>	<u>Class Number</u>	<u>Dollar Limit</u>
Name: _____	_____	_____	_____	_____
Name: _____	_____	_____	_____	_____
Name: _____	_____	_____	_____	_____

CONTRACTOR LICENSE CLASSIFICATIONS

Primary Classification Number	Subclassification Number	Title
E100		General Engineering Contractor
B100		General Building Contractor
R100	R101	Residential and Small Commercial Contractor
		Residential and Small Commercial - Nonstructural Remodeling and Repair Contractor
R200		Factory Built Housing Set-up Contractor
S200	S201	General Electrical Contractor
		Residential Electrical Contractor
S210	S211*	General Plumbing Contractor
		Boiler Installation Contractor
		Irrigation Sprinkling Contractor
		Industrial Piping Contractor
S215	S214*	Water Conditioning Equipment Contractor
		Solar Energy Systems Contractor
S216		Residential Sewer Connection & Septic Tank Contractor
S220	S221*	Carpentry Contractor
		Cabinet and Millwork Installation Contractor
S230	S231*	Metal and Vinyl Siding Contractor
		Rainwater Installation Contractor
S240		Glass and Glazing Contractor
S250		Insulation Contractor
S260	S261*	General Concrete Contractor
		Concrete Form Setting and Shoring Contractor
		Gunite and Pressure Grouting Contractor
S270	S271*	General Drywall, Stucco and Plastering Contractor
		Plastering Stucco Contractor
		Ceiling Grid Systems, Ceiling Tile and Light-weight Metal and Non-bearing Wall Partitions Contractor
S280	S281*	General Roofing Contractor
		Single Ply and Specialty Coating Contractor
		Build-up Roofing Contractor
		Shingle and Shake Roofing Contractor
		Tile Roofing Contractor
	S285*	Metal Roofing Contractor
S290	S291*	General Masonry Contractor
		Stone Masonry Contractor
		Terrazzo Contractor
		Marble, Tile and Ceramic Contractor
S300		General Painting Contractor
S310		Excavation and Grading Contractor
S320	S321	Steel Erection Contractor
		Steel Reinforcing Contractor
		Metal Building Erection Contractor
		Structural Stud Erection Contractor
S330		Landscaping Contractor
S340		Sheet Metal Contractor
S350	S351	HVAC Contractor
		Refrigerated Air Conditioning Contractor
		Evaporative Cooling Contractor
		Warm Air Heating Contractor
S360		Refrigeration Contractor
S370		Fire Suppression Systems Contractor
S380		Swimming Pool and Spa Contractor
S390		Sewer and Water Pipeline Contractor
S400*		Asphalt Paving Contractor
S410		Pipeline and Conduit Contractor
S420*	S421*	General Fencing and Guardrail Contractor
		Residential Fencing Contractor
S430*		Metal Firebox and Fuel Burning Stove Installation
S440	S441*	Sign Installation Contractor
		Non-Electrical Outdoor Advertising Sign Contractor
S450		Mechanical Insulation Contractor
S460*		Wrecking and Demolition Contractor
S470*		Petroleum System Contractor
S480*		Piers and Foundations Contractor

*No Trade Examination is required. All applicants must take and pass the Utah Business and Law examination if not previously taken and passed.